

OCT 29 '24 PM3:58
RCV'D - USDC FLO SCIN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

Jeffrey S. McCay
1901 W. Evans St 10th fl 29397
Charleston SC 29501

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Complaint for a Civil Case

Case No.
(to be filled in by the Clerk's Office)Jury Trial: Yes No
(check one)

-against-

Matthew H. Hock
P.O. Box 991817
Charleston SC 29418-8817

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

United

States District Court for the Southern District of South Carolina, Fourth Division. I've incorporated all details for clarity and completeness.

Motion for Civil

Action: **Travis Mccrae v. Toyota Florence SC, CFO Matthew Hoole**

• Court: United States District Court for the Southern District of South Carolina, Fourth Division

- Plaintiff: **Travis Mccrae**
- Address: 1901 W. Evans St., Unit 6937, Florence, SC 29501
- Phone: 843-618-4228
- Email: Travis@Nipseyzcheckmate.com
- Defendants: **Toyota Florence SC, CFO Matthew Hoole**
- Defendant's Address: P.O. Box 991817, Mobile, AL 36691-8817
- Phone: 800-686-3494

I. Introduction

- Plaintiff, **Travis Mccrae**, brings this Motion for Judgment against **Toyota Florence SC** and its CFO, **Matthew Hoole**, due to:
 - Breaches of contract
 - Violations of federal consumer protection laws
 - Infringements upon Plaintiff's trading rights
 - Failure to adhere to federal privacy and contractual obligations

II. Jurisdiction and Venue

- Federal Question: This Court has jurisdiction based on violations of federal statutes, including:
 - The Fair Credit Reporting Act (FCRA), protecting personal information and consumer rights
 - The Federal Trade Commission (FTC) Act, safeguarding against unfair trade practices
 - Federal Acquisition Regulation (FAR) Part 33, which governs contract compliance in federal matters
 - Diversity of Citizenship: Plaintiff's damages exceed \$75,000, fulfilling federal jurisdiction requirements for diversity of citizenship, as Plaintiff and Defendants are citizens of different states.

III. Statement of Claim

- Breach of Contract:

- Defendants allegedly violated FAR Part 33 (Protests, Disputes, and Appeals), failing to fulfill contractual obligations and ignoring formal requests for claim adjustments. FAR sections 33.206, 33.211, and 33.215 mandate acknowledgment and response to claims, which Defendants neglected.
- Privacy Violations and Trading Rights Infringements:
- FCRA and FTC Act Violations: Defendants allegedly mishandled Plaintiff's private information, sharing it with unauthorized third parties, thus infringing upon Plaintiff's privacy rights and trading protections.
- Corporate Bylaw Violations and Fiduciary Duty Breach:
- Defendant Matthew Hoole, as a fiduciary, failed to act transparently or in the best interest of the principal (Plaintiff), violating Toyota's corporate bylaws and federal mandates requiring fair consumer treatment.
- Federal Contractual Violations:
- Defendants' non-response to Plaintiff's lawful requests for claim adjustments and resulting privacy infringements represent a violation of federal contract law, damaging Plaintiff's financial standing and right to due process.

IV. Relief Requested

- Compensatory Damages:
- Plaintiff seeks \$250,000 for personal injury due to financial and reputational harm resulting from Defendants' unauthorized actions.
- Punitive Damages:
- Plaintiff requests punitive damages to deter similar misconduct, reinforcing federal protections under the FTC Act, FCRA, and FAR.
- Order for Federal Investigation:
- Plaintiff requests a federal investigation into Toyota Florence SC's financial practices, particularly regarding adherence to contractual and consumer protection laws.

V. Certification and Closing

- Plaintiff's Signature and Date: Plaintiff certifies that this complaint and motion are grounded in established law and filed in good faith.

10/29/2024

By Melodee Travis S
Tom Travis Melodee

Dealer Number _____

Contract Number _____

Buyer Name and Address (Including County and Zip Code) TRAVIS SINTELL MCCRAE 1017 INGRAM ST FLORENCE SC 29501 CO: FLORENCE	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) FLORENCE TOYOTA 2300 W. PALMETTO STREET FLORENCE SC 29501
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2020	TOYOTA CAMRY	4T1C11AK1LU897824	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
11.44%	\$ 10352.00	\$ 25187.48	\$ 35539.50	\$ 36539.50

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
75	473.86	Monthly beginning 04/23/2020
N/A	N/A	N/A

Or As Follows: N/A

Late Charge. If a payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late, with a minimum charge of \$7.40. The charge will not exceed \$18.50 if you bought the vehicle primarily for personal, family, or household use. We may charge the maximum and minimum late charge dollar amounts as allowed by S.C. Code Ann. 37-1-109 of the South Carolina Consumer Protection Code.

Prepayment. If you pay early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ <u>N/A</u> Sales tax and \$ <u>506.48</u> losing fee) \$ <u>24727.48</u>)
2 Total Downpayment =
Trade-in <u>N/A</u> (Year) (Make) (Model)
Gross Trade-In Allowance \$ <u>N/A</u>
Less Pay Off Made By Seller \$ <u>N/A</u>
Equals Net Trade In \$ <u>N/A</u>
+ Cash \$ <u>1000.00</u>
+ Other <u>N/A</u> \$ <u>N/A</u>
(If total downpayment is negative, enter "3" and see 4J below) \$ <u>1000.00</u>
3 Unpaid Balance of Cash Price (1 minus 2) \$ <u>23727.48</u>)
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies. Life \$ <u>N/A</u>

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both

Credit Disability: Buyer Co-Buyer Both

Premium:

Credit Life \$ N/ACredit Disability \$ N/AInsurance Company Name N/AN/AHome Office Address N/AN/A

CONSUMER CREDIT INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND APPROVE THE ADDITIONAL COST.
Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. If you choose this insurance, the cost is shown in Item 4A of the itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

N/A Type of Insurance N/A Term

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

N/A Type of Insurance N/A Term

Premium \$ N/A

TRAVIS MCCRAE (843-618-4228)
email: mr.travismccrae@gmail.com
1901 West Evans Street Unit 6937
Florence, South Carolina 29501

DEFAULT OF JUDGMENT

TOYOTA

CFO, Matthew Hoole (888-688-1166)
P.O.Box 70832
Charlotte North Carolina 28272

On the 24 th Day of January Year 2024. I'm Travis McCREA.. / Agent here on behalf of MCCREA TRAVIS / PRINCIPAL. I hereby accept all Titles, Rights, Interest, and Equity owed to TRAVIS MCCRAE / PRINCIPAL. I hereby instruct CFO (Matthew Hoole) or the indenture trustee for TOYOTA or to whomever responsible to apply the principal's balance to the principal's account # 001010000004275475 each and every billing cycle. I Hereby instruct the CFO (Matthew Hoole) or the Indenture Trustee for TOYOTA to respond back in writing if these instructions can not be completed you have five business days. If I do not receive anything in five business days I can assume these instructions have been successfully performed. If not that form of payment then what form of payment do you take.

Sincerely, TRAVIS MCCREA

Respectfully Yours,





**Southeast Toyota
Finance**

dba of World Omni Financial Corp.

P.O. Box 991817
Mobile, AL 36691-8817

Southeast Toyota Finance

(800) 686-3494

June 26, 2024

Travis McCrae
1901 West Evans Street Unit 6937
Florence, SC 29501

Re: Account ending in 75475

Dear Travis McCrae:

In your complaint, you demand that we return any funds you have paid towards the account. Once again, we reject your assertion and are not under any legal obligation to accept the documents included with your complaint as a legally recognizable instrument.

As a captive finance company, Southeast Toyota Finance ("SETF") purchases retail installment contracts and leases from various dealerships, including Florence Toyota. These dealerships are independently owned and operated. SETF does not have a physical presence in any dealership, nor is it involved in the daily operations of the dealerships, including any interactions between the dealership personnel and dealership customers. Our only knowledge of the terms of any transaction between the dealership and the customer is limited to the terms documented in the retail installment contract or lease agreement that is assigned to us. For these reasons, please direct any concerns you have regarding information obtained from the dealership directly to them.

15 U.S.C. § 1635 applies to transactions where "a security interest ... is or will be retained or acquired in any property which is used as the principal dwelling of the person to whom credit is extended." Because this transaction involves a vehicle rather than a dwelling, the right of rescission in § 1635 does not apply.

The Contract that you signed is the only legally recognizable document that we agreed to abide by, and you remain responsible for full satisfaction of its terms, including all monthly payments.

If you have any questions, please contact our office at the telephone number noted above and we will be happy to help you.

Respectfully,

Collections Department

Date: April 24, 2024

Name: Travis S. McCrae
Address: 1901 West Evans St. Unit.6937
Florence SC, 29501

Dealership Name: Toyota
Dealership Address: 2300 West Palmetto St. Flo .SC 29501

RE: Right of Rescission

Dear Dealership

I, Travis McCrae, Original Creditor And Natural Man hereby rescind my consent to be liable or compelled to perform on the contract and agreement I entered with Toyota on March 9th, 2020.

I entered into this contract agreement with Toyota without:

- I. Full disclosure of my rights to rescind.
- II. Transparency regarding the process of the consumer credit application being the financial asset (**12 CFR 360.6(2)**);
- III. As well as self-liquidating paper(**17 CFR 260.11b(6)**).

I have reason to believe that Toyota willingly and knowingly took advantage of me and my consumer credit.

I am NOT terminating or canceling this contract, I am deducting my liability to pay on behalf of the obligor, as I have found several violations and fraud.

Notice that Pursuant to **15 U.S. Code & 1635(b)**: upon receipt of this rescission, I Am not liable for any finance charge or other charge. Any security interest given by the obligor, including any such interest arising by operation of law, becomes void upon such a rescission.

In addition, I was given false or deceptive information, as I was informed that a down payment of \$1000.00 was needed for me to drive off the lot. Notice that Pursuant to **U.S. Code & 1635**: Within 20(twenty) days after receipt of a notice of rescission, the creditor shall return to the obligor any money, downpayment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. Pursuant to **15 U.S. Code & 1605 (a)**: the amount of a finance charge in connection with any consumer credit transaction shall be determined as the sum of all charges.

Furthermore, the down payment reimbursement of \$1000.00 shall be made by check or money order payable to: Travis S. McCrae **U.S.Code 1662 (no down payment require)**

Name: Travis S. McCrae
Address: 1901 West Evans Street Ut.6937
Florence SC, 29501



Kindly,

HEATHER ECHOLS

WITHOUT PREJUDICE UCC 1-308, i.e., all Natural Inalienable Rights Reserved

Please address all future correspondence in the matter to a Direct Human Self,
namely Heather Echols.